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DICKSTEIN SHAPIRO MORIN & OSHINSKY L.L.P.

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Writer's Direct Dial: 202-828-2226

July 3, 1996

RECEIVED

JUL 3 1996

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF SECRETARY

William F. Caton
Office of the Secretary
Federal Communications Commission
1919 M Street, Room 222
Washington, D.C. 200037

Re: CC Dkt. No. 96-98 and LB 96-32

Dear Mr. Caton:

Per my assistant's conversation with your office this afternoon, I am forwarding a copy of the Ex Parte letters filed in the above-referenced dockets earlier today. I have attached to the letters the enclosure which was inadvertently omitted from the earlier filing.

Sincerely,

Albert Kanner

Albert H. Kramer

 AHK/rw

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**NOTICE OF ORAL
EX PARTE CONTACT**

William F. Caton
Office of the Secretary
Federal Communications Commission
1919 M Street, Room 222
Washington, D.C. 200037

Re: CC Dkt. No. 96-98

Dear Mr. Caton:

This letter will serve as the notification of an ex parte contact in the above-referenced matter. On July 2, 1996, Cindy Schonhaut, Vice President of Government Affairs of IntelCom Group (U.S.A.), Inc. ("ICG"), and the undersigned, on behalf of ICG, met with Richard Metzger and Richard Welch of the Common Carrier Bureau to discuss the above-pending docket. During the course of the discussion, ICG discussed views currently of record in this proceeding. To illustrate the implementation of Section 252(i) obligations, the enclosed page was left with Mr. Welch and Mr. Metzger. ICG also provided anecdotal information based on its negotiations pursuant to Section 252 of the Communications Act.

If you desire any further information, please contact the undersigned.

Sincerely,



Albert H. Kramer

AHK/rw
Enclosure
cc: Richard Metzger
Richard Welch

the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

28.12 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

28.13 Section 252(i) Obligations. If either Party enters into an agreement (the "Other Agreement") approved by the Commission pursuant to Section 252 of the Act which provides for the provision of arrangements covered in this Agreement to another requesting Telecommunications Carrier, including itself or its Affiliate, such Party shall make available to the other Party such arrangements upon the same rates, terms and conditions as those provided in the Other Agreement. At its sole option, the other Party may avail itself of either (i) the Other Agreement in its entirety or (ii) the prices, terms and conditions of the Other Agreement that directly relate to any of the following duties as a whole:

- (1) Interconnection - Section 251(c)(2) of the Act (Section 4.0 and 5.0 of this Agreement); or
- (2) Exchange Access - Section 251(c)(2) of the Act (Section 6.0 of this Agreement); or
- (3) Unbundled Access - Section 251(c)(3) of the Act (Section 9.0 of this Agreement); or
- (4) Resale - Section 251(c)(4) of the Act (Section 10.0 of this Agreement); or
- (5) Collocation - Section 251(c)(6) of the Act (Section 12.0 of this Agreement); or
- (6) Number Portability - Section 251(b)(2) of the Act (Section 13.0 of this Agreement); or
- (7) Access to Rights-of-Way - Section 251(b)(4) of the Act (Section 15.0 of this Agreement).

28.14 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

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